



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 31, 2012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 July 31, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENT WITH THE INTERNATIONAL VISITORS COUNCIL OF LOS ANGELES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to approve an agreement with the International Visitors Council of Los Angeles (IVCLA) to provide the person-to-person diplomacy program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the Social Program Agreement for the allocation of County funds to IVCLA; and
2. Instruct the Chair to execute the attached Social Program Agreement, with IVCLA, in the amount of \$40,000 for a term from July 31, 2012 to June 30, 2013.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this grant is to continue the work of IVCLA as the only organization in the County authorized to coordinate the International Visitor Leadership Program (IVLP) of the U.S. Department of State. Without the County's financial support to IVCLA, foreign leaders selected by the U.S. Embassy, all around the world, would not be able

"To Enrich Lives Through Effective And Caring Service"

***Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only***

to come to Los Angeles County as IVLP participants. Instead, these international participants would travel to other counties in California, and to other major cities around the U.S., which receive support from their local communities enabling them to coordinate the IVLP. The County of Los Angeles, in conjunction with the City of Los Angeles, has been a vital supporter to IVCLA. This support is essential for IVCLA to continue its work bringing international emerging leaders to the County of Los Angeles.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan (Goal 1) directs that we ensure the County's fiscal responsibility. This Agreement will support the programs and services of IVCLA which attract the foreign leaders selected by U.S. embassies to the County and provide a unique and important service on a minimum budget with a cost effective operation. Through IVCLA's programs, County residents encounter diverse groups of visitors from different countries, with different customs, cultures, religions, and forms of government. County residents are able to have in-depth conversations with these international people of influence to discuss local challenges and successes, as well as global issues.

FISCAL IMPACT/FINANCING

Funding for this Agreement in the amount of \$40,000 is available in the Chief Executive Office's Fiscal Year 2011-2012 budget.

FACTS & PROVISIONS/LEGAL REQUIREMENTS

The International Visitors Council of Los Angeles is a private, non-profit 501(c)(3) established in 1980 to create international understanding and cooperation between the County of Los Angeles and the rest of the world.

The International Visitors Council of Los Angeles' Goals are:

- working to attract foreign emerging leaders to experience various activities in the County of Los Angeles;
- identifying and matching foreign emerging leaders with County departments and other appropriate government and non-government agencies to create opportunities for learning and dialogue for the benefit of the County;
- creating tailored, individualized itineraries to meet the needs of the foreign delegations, including learning more about the County of Los Angeles, its departments and the services provided;

- attracting and maintaining a network of member Citizen Diplomats who are County residents participating with IVCLA and providing dinner and conversation for the foreign visitors in their homes, so they may experience the hospitality of the County of Los Angeles first hand; and
- providing opportunities for emerging foreign leaders to engage in cultural and entertainment experiences throughout the County to encourage future foreign visitors to the County.

Since 1998, the County has been contracting with IVCLA to promote the people, businesses and organizations of the County of Los Angeles to the rest of the world, promote County programs and accomplishments to foreign opinion leaders, stimulate the economy through the visitors' expenditures, and educate the citizens of the County as they learn firsthand from international emerging leaders about their countries and cultures. In 2011, it is estimated \$1,090,000 was spent in the County of Los Angeles by IVCLA participants, including \$100,338 in hotel bed tax.

The following are samples of the subjects IVCLA programs address:

- Port Security
- Trafficking of Women and Children
- Museum Management
- Promoting Diversity & Tolerance and Interfaith Dialogue
- Anti-Gang Efforts
- Breast Cancer Awareness and Community Outreach
- Energy and Environmental Sustainability
- Women Entrepreneurs

Pursuant to California Government Code Section 26227, the Board of Supervisors may expend money to fund non-County programs that are deemed to be necessary to meet the social needs of its residents. IVCLA meets the social needs of the County residents by working to attract and increase the number of influential foreign visitors to the County so that they will encourage visitors from their countries to travel to cities or attractions within the County of Los Angeles. The residents of the County will also improve their understanding about the rest of the world by hearing first-hand information from people they would not otherwise have the opportunity to meet.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The grant allocation to the IVCLA will be used for the direct support of the continuing work of IVCLA to build international understanding and cooperation between the citizens of the County and the rest of the world.

The International Visitors Council of Los Angeles provides valuable benefits to the community by bringing the U.S. Department of State International Visitor Leadership Program participants to the County. IVCLA is the only organization in the region coordinating this program, which links international visitors selected by our U.S. embassies with local representatives to discuss global topics affecting the County.

CONCLUSION

Please return two adopted copies of this letter to the Chief Executive Office's Finance and Budget Development. The original Board executed copy should be retained for your files.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RA
LS:ed

Attachments

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

SOCIAL PROGRAM AGREEMENTContract No. AO-13-002

Fiscal Year 2012-13

Name of Organization: International Visitors Council of Los AngelesAddress: 3540 Wilshire Boulevard, Suite 910Los Angeles, CA 90010Contractor's Project Director: Janet ElliottTelephone No.: (213) 388-1428

Status of Organization: Profit [] Non Profit [xx]

Name, Location, Description of Program: The International Visitors Council of Los Angeles (IVCLA) arranges one-on-one exchanges between local professionals and foreign opinion leaders to exchange ideas and learn more about government, business, education, culture, scientific institutions, media, entertainment industry, and more in the County of Los Angeles (County).

Proposed Social Need to be Satisfied: Funds will be spent to support the person-to-person diplomacy program operated by the IVCLA to provide opportunities to increase the County's international visibility through education, marketing, and promotion of County programs and accomplishments with foreign leaders and visitors. The IVCLA diplomacy program also provides significant benefits for the County, its 88 cities and 138 unincorporated communities through the economic benefits of tourism and the promotion of increased tourism. The program also contributes to international understanding among a diverse group of visitors from different countries, customs, cultures and religions and different forms of government. The visitors benefit from briefing by County departments on the various responsibilities of the County government.

Contract Period: July 31, 2012 – June 30, 2013Grant Amount: \$40,000.00**Total Proposed Expenditures:**1) Personnel Costs: \$35,0002) Non-Personnel Costs: \$5,000County Department: Chief Executive OfficeCounty Contact Person: Lourdes SaabTelephone No: (213) 974-1307

Contractor's Project Director verifies that:

- I have the power to execute this contract.
- I have read the attached Terms and Conditions and agree thereto.
- Financial and program records will be maintained for 3 years.
- A report on the results of this project and the expenditures will be made within 60 days of the termination of this Agreement.
- These funds will be used for the program specified above and any unused funds will be returned at the end of the contract period.

Contractor Signature

Title

Date

COUNTY OF LOS ANGELES

Pursuant to Government Code Sections 23005, and 26227, and an adopted Resolution by the Board of Supervisors:

By:

ZEV YAROSLAVSKY
Chairman, Board of SupervisorsI hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been madeSACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

John F. Krattli
County CounselBy: Rachelle Smith
Deputy

By:

DEPUTY

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORSBy: Rachelle Smith, Deputy

JUL 31 2012

77818

**SOCIAL PROGRAM AGREEMENT
TERMS AND CONDITIONS**

1. COMPENSATION

The COUNTY shall compensate the CONTRACTOR payable upon presentation of an invoice.

2. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform all services included in this Agreement in an independent capacity and neither CONTRACTOR nor CONTRACTOR'S employees shall be considered as employees of the COUNTY. This Agreement is by and between the CONTRACTOR and the COUNTY and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the COUNTY and the CONTRACTOR.

3. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the COUNTY and the CONTRACTOR for services to be performed.

4. ASSIGNMENTS AND SUBCONTRACTS

The CONTRACTOR may enter into subcontracts for performance of portions of this Agreement only upon receipt of prior written consent of the County Department Director or his/her designee. All appropriate provisions and requirements of this Agreement shall apply to the sub-agreement. The CONTRACTOR shall be held responsible by the COUNTY for performance of any sub-contractor.

5. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR'S operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of CONTRACTOR by any person pursuant to this Agreement.

6. INSURANCE

Without limiting CONTRACTORS indemnification of COUNTY, the CONTRACTOR shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY'S Risk Manager and evidence of such programs satisfactory to the COUNTY shall be delivered to County Contact Person on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that COUNTY is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured.

A. Commercial General and Auto Liability:

with limits of not less than \$1 million per occurrence.

B. Workers' Compensation:

A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement, and including Employers' Liability coverage with a \$1million per limit.

C. Crime Insurance:

A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:

- (1) Dishonesty or fraudulent acts of officers, directors, or employees of CONTRACTOR, or
- (2) Disappearance, destruction or wrongful abstraction inside or outside the premises of CONTRACTOR, while in the care, custody or control of the CONTRACTOR, or
- (3) Sustained through forgery or direction to pay a certain sum in money.

D. Property Coverage:

If, under the terms of this agreement, CONTRACTOR shall have possession of rented or leased or be loaned any COUNTY-owned real or personal property, CONTRACTOR shall provide:

- (1) Real Property: insurance providing Special form ("all risk") coverage for the full replacement value.
- (2) Personal Property: Insurance providing Special form ("all risk") coverage for the actual cash value.

7. RECORDS RETENTION AND INSPECTION

Within ten (10) days of County Department Director's or his/her designee's written request, CONTRACTOR shall allow COUNTY access to financial and program records during regular business hours at any place CONTRACTOR keeps those records.

8. CONFLICT OF INTEREST

CONTRACTOR covenants that neither the CONTRACTOR nor any of its agents, officers, its employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

CONTRACTOR, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

9. ASSURANCES

The CONTRACTOR gives and certifies with respect to the program that it will comply with Federal OMB Circulars A-102, A-110, A-112, A-128, and A-133 as they apply to the CONTRACTOR.

The CONTRACTOR further assures that:

A. Authority:

It possesses legal authority to execute the proposed program, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the CONTRACTOR'S governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the program specified and to provide such additional information as may be required by the COUNTY.

B. Civil Rights:

CONTRACTOR shall abide by the provisions of the Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e (17), (P.L. 88-353), and applicable Federal and State laws, rules and regulations prohibiting discrimination under any program activity or employment for which CONTRACTOR received funding under this Agreement. Any subcontracts awarded by CONTRACTOR shall contain this provision.

C. Prohibited Actions:

CONTRACTOR agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The CONTRACTOR agrees to comply with the provision of the Federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 97-35, as amended, which limits political activity of employees, and with Public Law 101-121 (31 U.S.C. Section 1352) which prohibits use of Federal funds to influence the award of Federal contracts or grants.

D. OSHA/CAL-OSHA Compliance:

CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 661 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

77818

**SOCIAL PROGRAM AGREEMENT
TERMS AND CONDITIONS**

10. SUSPENSION AND TERMINATIONS

The CONTRACTOR agrees to suspend program operations for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County Project Director. This provision will be applied if, in the judgment of the County Project Director, circumstances exist which could result in illegal or inappropriate expenditures of program funds. Either party may terminate this agreement, or any part hereof by giving fifteen (15) days notice to the other.

The County Department Director or his/her designee may terminate this Agreement immediately by written notice to the CONTRACTOR upon CONTRACTOR'S failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the COUNTY determine that CONTRACTOR'S failure to perform relates to only part of the services CONTRACTOR is performing, the COUNTY, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, COUNTY shall pay to CONTRACTOR for all allowable budgeted costs actually incurred by CONTRACTOR prior to the effective date of such termination less payments paid by COUNTY for such services.

If this Agreement is terminated, CONTRACTOR shall within five (5) days of receipt of notice of termination from COUNTY, notify all other parties who are subcontractors of the CONTRACTOR of such termination.

Payment shall be made upon the filing with the COUNTY, by CONTRACTOR, of a voucher(s) evidencing the time expended and the cost incurred. Said vouchers must be filed with the COUNTY thirty (30) days of date of said termination.

11. FAIR LABOR

CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

12. CITIZENSHIP

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or COUNTY, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

13. COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

14. USE OF RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

16. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

17. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S District Attorney will supply CONTRACTOR with the poster to be used.

18. TERMINATION FOR DEFAULT

Services performed under this Agreement may be terminated immediately in whole or in part by COUNTY by providing to CONTRACTOR a written Notice of Default if 1) CONTRACTOR fails to perform the services within the time specified in this Agreement or any extensions approved by COUNTY, 2) CONTRACTOR fails to perform any other covenant or conditions of this Agreement, or 3) CONTRACTOR fails to make progress so as to endanger its performance under this Agreement.

In its sole discretion, COUNTY may include in the Notice of Default a period of time for CONTRACTOR to cure the Default(s).

Without limitation of any additional rights or remedies to which it may be entitled, if COUNTY terminates all or part of the services because of CONTRACTOR'S Default, COUNTY, in its sole discretion, may procure replacement services, as determined by COUNTY at its sole discretion.

19. TERMINATION FOR IMPROPER CONSIDERATION

County may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR. CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

20. NOTICES

Notices will be sent to the CONTRACTOR addressed as follows:

Janet Elliot, Executive Director
International Visitors Council of Los Angeles
3540 Wilshire Boulevard, Suite 910
Los Angeles, California 90010
(213) 388-1428

21. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY taxpayers.

**SOCIAL PROGRAM AGREEMENT
TERMS AND CONDITIONS**

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

22. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 21 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under the contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate the contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

Janet Elliot, Executive Director (213) 388-1428
(Contact Person) (Telephone Number)

International Visitors Council of Los Angeles
(Contractor's Name)

Notices, performance and fiscal reports shall be sent to the COUNTY as follows:

Chief Executive Office
County of Los Angeles
Office of Protocol
500 W. Temple Street, Room 375
Los Angeles, CA 90012

Attention: Lourdes Saab, Deputy Chief of Protocol

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 JUL 31 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER